



EXAMPLE DOCUMENT · CONFIDENTIAL

Borehole Water Service Operator Agreement

The agreement between Saha and the water service operator who mans a community-owned borehole.

BETWEEN

Saha Global

AND



This is Saha's own borehole water service operator agreement, used with the operators who look after community-owned boreholes. It is published as an example for partners, district assemblies and practitioners setting up operator agreements of their own.

Parties

THIS BOREHOLE WATER SERVICE OPERATOR AGREEMENT is made on the _____ day of _____ 2025 between **Saha Global**, a company incorporated under the laws of the Republic of Ghana, and of No. 225 Block B Choggu Yapalsi Tamale, Northern Region (hereinafter called "the Company") acting by its true and duly representative Theophilus Djan Boateng of the one part.

AND _____ (hereinafter called the "Water Service Operator") of _____ (address) of the other part.

Each shall be referred to individually as a "Party" and collectively as the "Parties".

Whereas

- a. The Company is in the business of ensuring that clean water is made accessible to small communities in the Northern Region of Ghana (Tamale).
- b. The Company wishes to engage the services of the Water Service Operator as an agent to man the community-owned boreholes and ensure access to safe and affordable drinking water in the Community;
- c. The Company has agreed to train the Water Service Operator on how to operate the boreholes in the Community at no cost;
- d. The Water Service Operator is not an employee of the Company and earns compensation for manning the boreholes on behalf of the Company;

e. The Water Service Operator and the Company have agreed to execute this agreement under the terms and conditions stated below.

THE PARTIES HEREBY AGREE THAT:

01

Term and Nature of Engagement

1.1 This agreement is for one (1) year, starting on _____ and ending on _____, with the possibility of renewal by the Company.

1.2 The Water Service Operator shall be deemed as an independent contractor and not an employee, partner, agent or engaged in a joint venture with the Company.

1.3 In line with the provision of 1.2, the Water Service Operator acknowledges that he is not entitled to any benefits accruing to employees of the Company.

02

Responsibilities of the Water Service Operator

The Water Service Operator shall have the following responsibilities that include but are not limited to:

- i. Ensuring the borehole(s) are operational and functioning properly.
- ii. Ensure that the borehole(s) and its surroundings are kept clean and safe always.
- iii. Report any damages or issues in respect of the borehole to the Company.
- iv. Keep records of any repair and maintenance activities carried out by the Company.
- v. Visit every household on Fridays to collect the borehole fees of GH¢ 2.00 from every cookpot. This amount is, however, subject to change based on inflation and other economic factors.

- vi. Keep the money received as borehole fees in the money box until it is counted by the Company each month.
 - vii. Assist the staff of the Company to count the borehole fees each month.
 - viii. Handover any money received as borehole fees to the Company; and
 - ix. Act as a liaison between the Community and the Company in respect of all matters relating to the borehole.
-

03

Scope of Authority

The Company hereby gives the Water Service Operator the authority to act on their behalf for the purpose of accomplishing the tasks stated under the responsibilities of the Water Service Operator.

The Parties agree that neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned by any of the Parties without the prior written consent of the other party, and such consent not to be unreasonably withheld.

The Water Service Operator is expected to adhere to the guidelines outlined in the borehole policy document, follow the directives set forth therein, and comply with any additional documents that the Company deems essential for the proper execution of their duties.

04

Good Faith

The Company expects the Water Service Operator to act loyally and faithfully to the Company in all matters and act in such a manner as the Water Service Operator reasonably considers to be most beneficial to the Company's interest.

05

Compensation

MONTHLY ALLOWANCE

GHC 50.00

Paid by the 10th of the following month

5.1 In consideration of the services rendered, the Company shall pay the Water Service Operator a monthly allowance of GHC 50.00. The payment shall be made by the 10th of the following month.

5.2 The Water Service Operator shall receive the payment via MTN Mobile Money or Vodafone Cash or through any other means agreed on by the Parties.

06

Logistics

The Company shall provide the Water Service Operator with a branded company T-shirt, a mobile phone and a money box for collecting the borehole fees.

The Water Service Operator agrees to use Company-provided logistics responsibly and to report any damages or malfunctions promptly.

07

Confidentiality

The Water Service Operator agrees not to disclose any confidential information of the Company obtained during the course of providing services under this Agreement.

08

Notice of Change

Each party shall promptly notify the other party orally or in writing and furnish to such party any information that such party may reasonably request, with respect to the occurrence of any event or the existence of any state of facts that would:

- a. result in misrepresentation or a change in any representation made prior to or as of the signing of this Agreement; or
 - b. impair the party's ability to perform its obligations under this Agreement.
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09

Modification of Agreement

Any modification to this Agreement shall be in writing, signed by the parties, or it shall have no effect and shall be void.

10

Limitation and Indemnity

10.1 The Company and its officers, employees, or agents are not liable to the Water Service Operator for any actions taken or refrained from in good faith under this Agreement.

10.2 The Company and its representatives are not responsible for any acts directly or indirectly caused by the Water Service Operator, including negligent acts, omissions, accidents, abuse, modifications, or misuse.

10.3 The provision does not protect the Company from liabilities imposed under the Agreement or reasonably allowed by law.

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Termination

11.1 Either party may terminate this Agreement upon giving two (2) weeks' notice orally or in writing, or two (2) weeks' salary in lieu of notice.

11.2 This Agreement shall be terminated immediately and without notice if the following occur:

- a. In the event that the Water Service Operator deliberately furnishes inaccurate or false information with the intent to deceive the Company's management for the purpose of receiving excessive payments;
- b. In the event where the Water Service Operator colludes with a member of the Company to intentionally deceive the Company's management in order to obtain excessive payments;
- c. Any material breach of the provisions of this Agreement by the Water Service Operator;
- d. Where there is gross negligence or incompetence by the Water Service Operator;
- e. Where there is persistent absenteeism by the Water Service Operator; and
- f. In situations where the Water Service Operator fails to meet the expected level of performance as defined in this Agreement.

12

Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13

Governing Law and Dispute Resolution

This Agreement shall be construed and enforced in accordance with the laws of the Republic of Ghana.

Any dispute, controversy, claim, or difference arising out of, or in connection with, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties within fourteen (14) days of its occurrence, shall be resolved definitively and exclusively by arbitration under the Alternative Dispute Resolution Act, 2010 (Act 798).

The arbitration shall be conducted at the Ghana Arbitration Centre (the “Centre”), by a sole arbitrator appointed by the Centre. The rules of the Centre shall be the applicable rules.

14

General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument duly executed by Parties.

If any term or condition of this Agreement, or the application thereto to any person, place or circumstances, shall be held to be invalid, unenforceable or void, the remainder of the Agreement and such term or condition as applied to other persons, places and circumstances shall remain in full force and effect.

All amendments to this Agreement must be contained in a written instrument signed by the Parties or their duly authorized representatives.

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Notices

Any notice given shall be in writing, signed by the party giving the notice, and shall be served via SMS, electronic mail, or in-person documentation via Saha officer in mWater surveys.

IN THE CASE OF THE WATER SERVICE OPERATOR TO

IN THE CASE OF THE COMPANY TO

If the above properly sets forth our agreement, please sign and send a copy of this Agreement back to us. If any of the above is not clear, or if you have any questions, please do not hesitate to contact us.

Signatures

IN WITNESS WHEREOF the Parties have hereunto set their hands the day and year first above written.

SIGNED BY AND ON BEHALF OF THE COMPANY BY

Name

Signature

Date

IN THE PRESENCE OF

Name

Signature

Date

SIGNED BY THE WATER SERVICE OPERATOR

Name

Signature

Date

Thumb print

IN THE PRESENCE OF

Name

Signature

Date

Thumb print

Jurat

I _____ (name, occupation) of _____ (address)
in the Republic of Ghana hereby declare that on the _____ day of _____
(month, year), I read and explained the contents of this Borehole Water Service Operator
Agreement marked 'A' to _____ the Water Service Operator herein, who
is illiterate (and/or blind) in the _____ language and (s)he seemed perfectly to
understand and approve of the contents before I guided the said Water Service Operator's
hand to the appropriate place on the Borehole Water Service Operator Agreement to make
his/her mark.

Signature

Date

FOR THE COMPANY'S USE ONLY

The Water Service Operator under this Agreement provides service in the Community
indicated above which falls under the supervision of the _____ project
manager. The Front-Line Coordinator for this team is _____ and the Front-
Line Supervisor for this team is _____.